

EXHIBIT 5

K&L GATES LLP

10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Telephone: (310) 552-5000
Kevin S. Asfour (SBN 228993)
kevin.asfour@klgates.com

One Congress Street, Suite 2900
Boston, MA 02114
Telephone: (617) 261-3100
Jennifer J. Nagle (*pro hac vice*)
jennifer.nagle@klgates.com
Robert W. Sparkes III (*pro hac vice*)
robert.sparkes@klgates.com
Michael R. Creta (*pro hac vice*)
michael.creta@klgates.com

Attorneys for Defendant Amazon.com Services LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WILLIENE JACKSON-JONES,
individually and on behalf of all others
situated, KAREN SANTOS, individually
and on behalf of all others situated,

Plaintiffs,

vs.

EPOCH EVERLASTING PLAY, LLC, a
Delaware limited liability company,
TARGET CORPORATION, a Minnesota
corporation, and AMAZON.COM
SERVICES LLC, a Delaware corporation,

Defendants.

Case No.: 2:23-cv-02567-ODW-SK

**DEFENDANT AMAZON.COM
SERVICES LLC'S OBJECTIONS
AND RESPONSES TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES**

PROPOUNDING PARTY:

Plaintiffs WILLIENE JACKSON-JONES and
KAREN SANTOS

RESPONDING PARTY:

Defendant AMAZON.COM SERVICES LLC

SET NO.:

ONE

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendant Amazon.com Services LLC (“Amazon”) objects and responds to the First Set of Interrogatories (the “Interrogatories”) served by Plaintiffs Williene Jackson-Jones and Karen Santos (“Plaintiffs”) as follows:

GENERAL OBJECTIONS AND RESERVATIONS

Amazon incorporates the following General Objections and Reservations into each of its individual responses to Plaintiffs’ Interrogatories:

1. These responses are made solely for the purpose of this action. As Amazon has not completed factual investigation, discovery, or trial preparation in this case, Amazon bases all of the responses herein only on such information and documents presently available and specifically known to it. Amazon reserves the right to amend and/or supplement the below objections and responses as additional information or documents are obtained or become available or known to Amazon.

2. Amazon objects to the Interrogatories to the extent that they attempt to impose obligations that are inconsistent with and/or in addition to those imposed by the Federal Rules of Civil Procedure, the Local Rules of this Court, applicable case law, statutes governing the proper scope and extent of discovery, or any orders issued by the Court.

3. Amazon objects to the Interrogatories to the extent that they call for information and/or documents that are not in the possession, custody, or control of Amazon, but are, or may be, in the possession, custody, or control of third parties. Amazon is merely a retailer that sells Calico Critters products or through which Calico Critters products are sold, and it is not responsible for the manufacturing, packaging, or distribution of such products. Additionally, Amazon is not responsible for the content of the labeling, marketing, or advertising of Calico Critters products. Accordingly, many of Plaintiffs’ Interrogatories (as objected to below) seek information that is not within Amazon’s knowledge, possession, custody, or control.

1 4. Amazon objects to the Interrogatories to the extent that they call for the
2 provision of information that is confidential, private, or proprietary in nature. Amazon
3 will produce such confidential and/or proprietary information only after the Parties agree
4 on a written stipulated protective order and subject to the terms of said agreed-upon
5 stipulated protective order.

6 5. Amazon objects to the Interrogatories to the extent that they call for
7 information that is protected by the attorney-client privilege, the work product doctrine,
8 or any other applicable privilege, protection, restriction, or immunity from discovery.

9 6. Amazon objects to undefined terms used in the Interrogatories to the extent
10 the meaning of such undefined terms are vague or ambiguous. In responding to each of
11 the Interrogatories, Amazon will assign to each word its everyday meaning and construe
12 each Interrogatory in light of the scope of discovery permitted by the Federal Rules of
13 Civil Procedure.

14 7. Amazon objects to the definition of “Class Period” because it seeks
15 irrelevant information and is overly broad, unduly burdensome, and not proportional to
16 the needs of the case. Despite the fact that the Complaint limits the proposed class period
17 to January 30, 2019, through the present (Compl. ¶ 66), the Interrogatories purport to
18 define “Class Period” as January 1, 2017, through the present. Plaintiffs provide no
19 explanation for that expanded temporal scope, which exceeds the applicable statutes of
20 limitations by over two years. Amazon’s responses to these Interrogatories are
21 accordingly limited to the Class Period defined in the Complaint, *i.e.*, January 30, 2019,
22 through the present.

23 8. Amazon objects to the definitions of “Calico Critters” and “Products” as
24 vague and ambiguous. These two terms are defined as “the animal figurine toys that are
25 described in the Complaint and are at issue in this Action, including the accessories sold
26 with each Product.” The Complaint, however, simply defines “Calico Critters Flocked
27 Toys” as “a line of flocked animal toy products known as Calico Critters.” Without
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1 more detailed information, such as product names or ASINs,¹ it is unclear what specific
2 products are included within the definition of “Calico Critters” and “Products.”

3 9. Amazon objects to the definition of “Plaintiffs” because Priscilla Herrera
4 is not a plaintiff in this action. Amazon will construe “Plaintiffs” to mean plaintiffs
5 Williene Jackson-Jones and Karen Santos.

6 10. Amazon objects to the definitions of “You” and
7 “Your” because they purport to seek discovery from any “parents, predecessors, other
8 affiliates, successors, or subsidiaries” of Amazon, which implicates third-party entities
9 with no connection to the issues underlying this action. Such requests are overly broad,
10 unduly burdensome, and not proportional to the needs of the case. Accordingly, in
11 responding to the Interrogatories, Amazon is responding on behalf of itself only, and its
12 responses to these Interrogatories are based upon information and documents presently
13 available and specifically known to and within the possession, custody, or control of
14 Amazon.

15 11. Amazon submits these responses without conceding the relevance,
16 materiality, or admissibility of any response or documents produced. Amazon reserves
17 the right to object to the use of these responses, in whole or in part, at any time (including
18 at trial) on the grounds of relevance, materiality, admissibility, hearsay, privilege, or for
19 any other reason.

20 12. The absence of an objection shall not be deemed an acknowledgement by
21 Amazon that the subject matter of the Interrogatory is relevant to the litigation or that
22 information responsive to the Interrogatory exists.

23 13. Amazon reserves its right to request the return of any privileged or
24 otherwise protected information produced in response to these Interrogatories pursuant
25 to any and all applicable rules, including Federal Rule of Civil Procedure 26(b)(5)(B),
26 Court orders, and/or agreements of the Parties.

27
28 ¹ The term “ASIN” means the “Amazon Standard Identification Number” assigned to
each product sold in the Amazon.com store, *i.e.*, Amazon’s version of a SKU.

SPECIFIC OBJECTIONS AND RESPONSES

Subject to and without waiving the foregoing General Objections and Reservations (“General Objections”), Amazon responds to the individually numbered Interrogatories as follows:

INTERROGATORY NO. 1:

Please identify each and every person who provided information concerning these responses to these Interrogatories, and for each person, please identify for which Interrogatories that person provided information.

OBJECTIONS AND RESPONSE:

Amazon objects to this Interrogatory to the extent that it seeks information that is privileged and protected from discovery by the attorney-client privilege, work product doctrine, and/or other applicable privileges and protections.

Subject to and without waiving Amazon’s General Objections and the specific objection noted immediately above, Amazon states that the majority of the information required to respond to these Interrogatories derived from data or documents that were collected in response to Plaintiffs’ Requests for Production of Documents. Further responding, Fiona Hardie, Manager, Vendor Management, Toys, provided information concerning Amazon’s responses to Interrogatory Nos. 2, 3, 10, and 11. Additionally, Kim Lomman, Risk Manager, Recalls, provided information concerning Amazon’s response to Interrogatory No. 13.

INTERROGATORY NO. 2:

Please identify all databases, electronic data sources, data repositories or other medium that contain or have contained documents or information concerning the advertising, marketing and/or packaging for the Products during the Class Period.

OBJECTIONS AND RESPONSE:

Amazon objects to this Interrogatory on the ground that Defendant Epoch Everlasting Play, LLC (“Epoch”), not Amazon, is responsible for the content of the advertising and marketing, as well as the packaging of Calico Critters products. As such,

1 this Interrogatory seeks information that is, for the most part, not within Amazon's
2 possession, custody, or control.

3 Amazon further objects to this Interrogatory on the grounds that it seeks irrelevant
4 information and is overly broad, unduly burdensome, and not proportional to the needs
5 of the case. As a threshold matter, despite the fact that the Complaint limits the proposed
6 class period to January 30, 2019, through the present (Compl. ¶ 66), the Interrogatories
7 purport to define "Class Period" as January 1, 2017, through the present. Plaintiffs
8 provide no explanation for that expanded temporal scope, which exceeds the applicable
9 statutes of limitations by over two years. Amazon's response to this Interrogatory is
10 accordingly limited to the Class Period defined in the Complaint, *i.e.*, January 30, 2019,
11 through the present. Moreover, a request for the identification of "all databases,
12 electronic data sources, data repositories or other medium" that have ever contained any
13 material related to the advertising, marketing, and/or packaging of Calico Critters
14 products for a seven-year period is neither relevant to the claims or defenses of the
15 Parties nor feasible as a practical matter. The burden of attempting to track down such
16 detail for such a long period of time outweighs any potential usefulness of such
17 information.

18 Amazon further objects to the definition of "Products" as vague and ambiguous.
19 Plaintiffs fail to identify products by name or ASIN and, without more detailed
20 information, it is unclear what specific products are included within the definition of
21 "Products."

22 Subject to and without waiving Amazon's General Objections and the specific
23 objections noted immediately above, Amazon states that it has no involvement in the
24 packaging of Calico Critters products and has no information or documents concerning
25 such packaging. As to marketing and advertising, product detail page content would be
26 provided by Epoch through Amazon's Vendor Central system, which is a system created
27 by Amazon through which Amazon's vendors interface with Amazon, including to
28 create and modify product pages and descriptions.

1 **INTERROGATORY NO. 3:**

2 Please describe your role in the marketing, advertising, distribution, and sale of
3 the Products (including any role in the design in in [*sic*] the product description on your
4 website) during the Class Period.

5 **OBJECTIONS AND RESPONSE:**

6 Amazon objects to this Interrogatory on the ground that it is overly broad because
7 the Complaint limits the proposed class period to January 30, 2019, through the present
8 (Compl. ¶ 66), while the Interrogatories purport to define “Class Period” as January 1,
9 2017, through the present. Plaintiffs provide no explanation for that expanded temporal
10 scope, which exceeds the applicable statutes of limitations by over two years. Amazon’s
11 response to this Interrogatory is accordingly limited to the Class Period defined in the
12 Complaint, *i.e.*, January 30, 2019, through the present.

13 Amazon further objects to the definition of “Products” as vague and ambiguous.
14 Plaintiffs fail to identify products by name or ASIN and, without more detailed
15 information, it is unclear what specific products are included within the definition of
16 “Products.”

17 Subject to and without waiving Amazon’s General Objections and the specific
18 objections noted immediately above, Amazon responds as follows:

19 Amazon is not responsible for the content of the marketing or advertising of
20 Calico Critters products, and Amazon does not distribute Calico Critters products.
21 Amazon is a retailer through which Calico Critters products can be purchased by
22 customers in the Amazon.com store. There are two types of sales involving Calico
23 Critters products—generally referred to as retail sales and third-party sales.

24 Retail sales, or sometimes referred to as first-party (or 1P), are sales made by
25 Amazon. Specifically, Amazon buys Calico Critters products from Epoch, sells them to
26 the end customer, and arranges for the delivery of the products to the provided shipping
27 address.

1 Third-party sales are sales made by third-party sellers that create seller accounts
2 with Amazon, obtain the Calico Critters products themselves, and sell them in the
3 Amazon.com store. For some sales, Amazon may store and arrange delivery of the
4 product sold to the purchasing customers (known as “Fulfillment by Amazon”).

5 Regardless of the sales channel, Amazon is not involved in the creation of the
6 marketing and advertising content that appears on product pages on Amazon.com.
7 Epoch provides the Calico Critters product descriptions and brand content for the
8 product pages in the Amazon.com store.

9 **INTERROGATORY NO. 4:**

10 Please identify all persons you, or anyone acting on your behalf, has interviewed
11 concerning the allegations made in this lawsuit.

12 **OBJECTIONS:**

13 Amazon objects to this Interrogatory on the ground that it seeks information that
14 is privileged and protected from discovery by the attorney-client privilege and work
15 product doctrine. Any and all investigation into this matter has been made by counsel.

16 **INTERROGATORY NO. 5:**

17 How many units of the Products were sold in California during the Class Period?
18 Please provide this information (a) for each individual product SKU and/or UPC, and
19 (b) in the smallest increment possible (e.g. weekly, monthly, or quarterly).

20 **OBJECTIONS AND RESPONSE:**

21 Amazon objects to this Interrogatory on the ground that it is overly broad because
22 the Complaint limits the proposed class period to January 30, 2019, through the present
23 (Compl. ¶ 66), while the Interrogatories purport to define “Class Period” as January 1,
24 2017, through the present. Plaintiffs provide no explanation for that expanded temporal
25 scope, which exceeds the applicable statutes of limitations by over two years. Amazon’s
26 response to this Interrogatory is accordingly limited to the Class Period defined in the
27 Complaint, *i.e.*, January 30, 2019, through the present.
28

1 Amazon further objects to the extent this Interrogatory seeks information
2 regarding sales of Calico Critters products by entities other than Amazon or at physical
3 or online stores other than the Amazon.com store, as such information is not within
4 Amazon's possession, custody, or control. Amazon is responding on behalf of Amazon
5 only.

6 Amazon also objects to this Interrogatory on the ground that it is vague and
7 ambiguous as to its request for data concerning products sold "in California." As noted
8 below, Amazon responds to this Interrogatory (by reference to data to be produced) with
9 information regarding Calico Critters products sold in the Amazon.com store to
10 customers with California billing addresses. Additionally, Amazon objects to the
11 definition of "Products" as vague and ambiguous. Plaintiffs fail to identify products by
12 name or ASIN and, without more detailed information, it is unclear what specific
13 products are included within the definition of "Products."

14 Amazon further objects to this Interrogatory to the extent it purports to require
15 Amazon to create a record, rather than produce data in its existing form.

16 Subject to and without waiving Amazon's General Objections and the specific
17 objections noted immediately above, Amazon responds as follows:

18 Pursuant to Federal Rule of Civil Procedure 33(d), Amazon refers Plaintiffs to the
19 sales data to be produced by Amazon in response to Plaintiffs' First Set of Requests for
20 Production of Documents, including Plaintiffs' Request Nos. 15 and 16, which will
21 identify, on a sale-by-sale basis, the units sold (by ASIN) to customers with California
22 billing addresses from January 30, 2019, through the present.

23 **INTERROGATORY NO. 6:**

24 How many units of the Products were sold in the United States during the Class
25 Period? Please provide this information (a) for each individual product SKU and/or
26 UPC, and (b) in the smallest increment possible (*e.g.* weekly, monthly, or quarterly).

OBJECTIONS AND RESPONSE:

Amazon objects to this Interrogatory on the grounds that it seeks irrelevant information and is overly broad because the Complaint limits the proposed class period to January 30, 2019, through the present (Compl. ¶ 66), while the Interrogatories purport to define “Class Period” as January 1, 2017, through the present. Plaintiffs provide no explanation for that expanded temporal scope, which exceeds the applicable statutes of limitations by over two years. Amazon’s response to this Interrogatory is accordingly limited to the Class Period defined in the Complaint, *i.e.*, January 30, 2019, through the present.

Amazon further objects to this Interrogatory on the grounds that it seeks irrelevant information, is overly broad and unduly burdensome, and is not proportional to the needs of the case, because it seeks nationwide sales information despite the fact that the Plaintiffs’ proposed class is expressly limited to California consumers (Compl. ¶ 66). As noted below, Amazon responds to this Interrogatory (by reference to data to be produced) with information regarding Calico Critters products sold in the Amazon.com store to customers with California billing addresses.

Amazon also objects to the extent this Interrogatory seeks information regarding sales of Calico Critters products by entities other than Amazon or at physical or online stores other than the Amazon.com store, as such information is not within Amazon’s possession, custody, or control. Amazon is responding on behalf of Amazon only.

Additionally, Amazon objects to the definition of “Products” as vague and ambiguous. Plaintiffs fail to identify products by name or ASIN and, without more detailed information, it is unclear what specific products are included within the definition of “Products.”

Amazon further objects to this Interrogatory to the extent it purports to require Amazon to create a record, rather than produce data in its existing form.

Subject to and without waiving Amazon’s General Objections and the specific objections noted immediately above, Amazon responds as follows:

1 Pursuant to Federal Rule of Civil Procedure 33(d), Amazon refers Plaintiffs to the
2 sales data to be produced by Amazon in response to Plaintiffs' First Set of Requests for
3 Production of Documents, including Plaintiffs' Request Nos. 15 and 16, which will
4 identify, on a sale-by-sale basis, the units sold (by ASIN) to customers with California
5 billing addresses from January 30, 2019, through the present.

6 **INTERROGATORY NO. 7:**

7 What were the sales, in dollars, for the Products sold in California during the Class
8 Period? Please provide this information (a) for each individual product SKU and/or
9 UPC, and (b) in the smallest increment possible (*e.g.* weekly, monthly, or quarterly).

10 **OBJECTIONS AND RESPONSE:**

11 Amazon objects to this Interrogatory on the ground that it is overly broad because
12 the Complaint limits the proposed class period to January 30, 2019, through the present
13 (Compl. ¶ 66), while the Interrogatories purport to define "Class Period" as January 1,
14 2017, through the present. Plaintiffs provide no explanation for that expanded temporal
15 scope, which exceeds the applicable statutes of limitations by over two years. Amazon's
16 response to this Interrogatory is accordingly limited to the Class Period defined in the
17 Complaint, *i.e.*, January 30, 2019, through the present.

18 Amazon further objects to this Interrogatory on the ground that it is vague and
19 ambiguous as to its request for data concerning products sold "in California." As noted
20 below, Amazon responds to this Interrogatory (by reference to data to be produced) with
21 information regarding Calico Critters products sold in the Amazon.com store to
22 customers with California billing addresses. Similarly, Amazon objects to the definition
23 of "Products" as vague and ambiguous. Plaintiffs fail to identify products by name or
24 ASIN and, without more detailed information, it is unclear what specific products are
25 included within the definition of "Products."

26 Amazon also objects to the extent this Interrogatory seeks information regarding
27 sales of Calico Critters Products made by entities other than Amazon or at physical or
28 online stores other than the Amazon.com store, as such information is not within

1 Amazon's possession, custody, or control. Amazon is responding on behalf of Amazon
2 only.

3 Amazon further objects to this Interrogatory to the extent it purports to require
4 Amazon to create a record, rather than produce data in its existing form.

5 Subject to and without waiving Amazon's General Objections and the specific
6 objections noted immediately above, Amazon responds as follow:

7 Pursuant to Federal Rule of Civil Procedure 33(d), Amazon refers Plaintiffs to the
8 sales data to be produced by Amazon in response to Plaintiffs' First Set of Requests for
9 Production of Documents, including Plaintiffs' Request Nos. 15 and 16, which will
10 identify sales of Calico Critters products (by ASIN) to customers with California billing
11 addresses from January 30, 2019, through the present.

12 **INTERROGATORY NO. 8:**

13 What were the sales, in dollars, for the Products sold in United States during the
14 Class Period? Please provide this information (a) for each individual product SKU
15 and/or UPC, and (b) in the smallest increment possible (*e.g.* weekly, monthly, or
16 quarterly).

17 **OBJECTIONS AND RESPONSE:**

18 Amazon objects to this Interrogatory on the grounds that it seeks irrelevant
19 information and is overly broad because the Complaint limits the proposed class period
20 to January 30, 2019, through the present (Compl. ¶ 66), while the Interrogatories purport
21 to define "Class Period" as January 1, 2017, through the present. Plaintiffs provide no
22 explanation for that expanded temporal scope, which exceeds the applicable statutes of
23 limitations by over two years. Amazon's response to this Interrogatory is accordingly
24 limited to the Class Period defined in the Complaint, *i.e.*, January 30, 2019, through the
25 present.

26 Amazon further objects to this Interrogatory on the grounds that it seeks irrelevant
27 information, is overly broad and unduly burdensome, and is not proportional to the needs
28 of the case, because it seeks nationwide sales information despite the fact that the

1 Plaintiffs' proposed class is expressly limited to California consumers (Compl. ¶ 66).
2 As noted below, Amazon responds to this Interrogatory (by reference to data to be
3 produced) with information regarding Calico Critters products sold in the Amazon.com
4 store to customers with California billing addresses.

5 Amazon also objects to the extent this Interrogatory seeks information regarding
6 sales of Calico Critters Products made by entities other than Amazon or in physical or
7 online stores other than the Amazon.com store, as such information is not within
8 Amazon's possession, custody, or control. Amazon is responding on behalf of Amazon
9 only.

10 Additionally, Amazon objects to the definition of "Products" as vague and
11 ambiguous. Plaintiffs fail to identify products by name or ASIN and, without more
12 detailed information, it is unclear what specific products are included within the
13 definition of "Products."

14 Amazon further objects to this Interrogatory to the extent it purports to require
15 Amazon to create a record, rather than produce data in its existing form.

16 Subject to and without waiving Amazon's General Objections and the specific
17 objections noted immediately above, Amazon responds as follows:

18 Pursuant to Federal Rule of Civil Procedure 33(d), Amazon refers Plaintiffs to the
19 sales data to be produced by Amazon in response to Plaintiffs' First Set of Requests for
20 Production of Documents, including Plaintiffs' Request Nos. 15 and 16, which will
21 identify sales of Calico Critters products (by ASIN) to customers with California billing
22 addresses from January 30, 2019, through the present.

23 **INTERROGATORY NO. 9:**

24 Identify the date that each of Products were introduced into the United States
25 market for retail sale.
26
27
28

OBJECTIONS AND RESPONSE:

Amazon objects to this Interrogatory on the grounds that it seeks irrelevant information and is overly broad, unduly burdensome, and not proportional to the needs of the case. While the Complaint limits this action temporally and geographically, to a period from January 30, 2019, through the present and to a proposed class of California consumers, respectively (Compl. ¶ 66), this Interrogatory seeks information regarding all Calico Critters products going back indefinitely, despite the applicable statutes of limitation and with no limitation to their introduction into California.

Amazon further objects to this Interrogatory on the ground that it seeks information that is not within Amazon's possession, custody, or control. Amazon is not the manufacturer of Calico Critters products and does not have information concerning when each such product was introduced into the United States market or the California market for retail sale. Amazon's response to this Interrogatory is limited to the date on which Calico Critters products were offered for sale in the Amazon.com store to customers with California billing addresses.

Amazon also objects to the definition of "Products" as vague and ambiguous. Plaintiffs fail to identify products by name or ASIN and, without more detailed information, it is unclear what specific products are included within the definition of "Products."

Subject to and without waiving Amazon's General Objections and the specific objections noted immediately above, Amazon responds as follow:

Pursuant to Federal Rule of Civil Procedure 33(d), Amazon will produce a list setting out each ASIN that was available for sale to customers with California billing addresses from January 30, 2019, through the present, with the date such ASIN was first available for sale in the Amazon.com store.

1 **INTERROGATORY NO. 10:**

2 State the name and address of any person, firm or entity that did the following
3 with respect to the Products:

- 4 a. Designed the Products;
- 5 b. Performed any safety testing on the Products;
- 6 c. Manufactured the Products;
- 7 d. Distributed the Products for sale in the United States
- 8 e. Marketed the Products for sale or distribution in the United States;

9 **OBJECTIONS AND RESPONSE:**

10 Amazon objects to this Interrogatory on the grounds that it seeks irrelevant
11 information and is overly broad, unduly burdensome, and not proportional to the needs
12 of the case. Specifically, this Interrogatory seeks information regarding virtually every
13 aspect of the lifecycle of every Calico Critters product ever manufactured, at any time,
14 by Epoch for sale in the United States, while the claims at issue are targeted solely at
15 Calico Critters products sold to California consumers between January 30, 2019, and the
16 present.

17 Amazon further objects to this Interrogatory on the ground that Amazon is not the
18 manufacturer of Calico Critters products (*see* response to Interrogatory No. 3) and this
19 Interrogatory accordingly seeks information that is not within Amazon's possession,
20 custody, or control.

21 Amazon also objects to the definition of "Products" as vague and ambiguous.
22 Plaintiffs fail to identify products by name or ASIN and, without more detailed
23 information, it is unclear what specific products are included within the definition of
24 "Products."

25 Amazon further objects to this Interrogatory on the ground that is compound,
26 seeking information on five distinct subjects; Amazon regards each of the
27 Interrogatory's five sub-questions as a separate interrogatory for the purposes of the 25-
28 interrogatory limit imposed by Rule 33(a)(1) of the Federal Rules of Civil Procedure.

1 Subject to and without waiving Amazon's General Objections and the specific
2 objections noted immediately above, Amazon responds as follow:

3 Amazon is not responsible for designing, safety testing, manufacturing, or
4 distributing Calico Critters products. Additionally, Amazon is not responsible for the
5 content of marketing for Calico Critters products. Amazon refers Plaintiffs to its
6 response to Interrogatory No. 3 concerning its role in the sale of Calico Critters products
7 and further responds that Epoch is the manufacturer and distributor of Calico Critters
8 products.

9 **INTERROGATORY NO. 11:**

10 Please state how you distribute the Products in the United States and identify all
11 persons and/or entities who obtain ownership, possession, or control of the products
12 from the time it leaves your possession until it is delivered.

13 **OBJECTIONS AND RESPONSE:**

14 Amazon objects to this Interrogatory on the ground that Amazon is not the
15 manufacturer of Calico Critters products (*see* response to Interrogatory No. 3) and this
16 Interrogatory accordingly seeks information that is not within Amazon's possession,
17 custody, or control.

18 Amazon further objects to this Interrogatory on the grounds that it seeks irrelevant
19 information and is overly broad, unduly burdensome, and not proportional to the needs
20 of the case. Identifying all parties that have had "ownership, possession, or control of
21 the products from the time [they] leave[] [Amazon's] possession until [they are]
22 delivered" is not feasible or relevant to resolving Plaintiffs' claims. As it pertains solely
23 to the delivery of Calico Critters products purchased in the Amazon.com store, to the
24 extent intended to be covered by this Interrogatory, it would be impossible to identify
25 every warehouse worker, driver, or other employee or partner who may have touched or
26 exercised control over a Calico Critters product within the scope of this action — and
27 such an exercise would shed no light on any of the issues relevant to this action.
28 Moreover, while the proposed class is limited to sales made to California consumers

1 (Compl. ¶ 66), this Interrogatory seeks information regarding the distribution of
2 Products throughout the United States, without providing any justification for that
3 broader geographic scope. Similarly, this Interrogatory lacks any temporal limitations,
4 purporting to seek information for every sale of every Calico Critters product ever,
5 despite the facts that the Complaint and the applicable statutes of limitation limit the
6 proposed class period to January 30, 2019, to the present (Compl. ¶ 66).

7 Amazon also objects to the definition of “Products” as vague and ambiguous.
8 Plaintiffs fail to identify products by name or ASIN and, without more detailed
9 information, it is unclear what specific products are included within the definition of
10 “Products.”

11 Subject to and without waiving Amazon’s General Objections and the specific
12 objections noted immediately above, Amazon responds as follow:

13 Amazon is not the distributor of Calico Critters products. Amazon is instead an
14 end-retailer of Calico Critters products. With respect to retail sales, (described in
15 response to Interrogatory No. 3, above), Amazon buys Calico Critters products from
16 Epoch, stores those products in its warehouses, and sells such products on to end
17 customers, at which point the products are delivered to the designated shipping addresses
18 by various delivery service employees and/or partners.

19 With respect to third-party sales (described in response to Interrogatory No. 3,
20 above), third-party sellers create seller accounts with Amazon, obtain the Calico Critters
21 products themselves, and sell them in the Amazon.com store as the sellers of record. For
22 some sales, Amazon may store and arrange delivery of the product sold to the purchasing
23 customers (known as “Fulfillment by Amazon”).

1 **INTERROGATORY NO. 12:**

2 Identify any other incidents, similar to the one made the basis of this suit, where
3 any person has claimed or alleged injury or death caused by aspiration, choking,
4 inhalation or ingestion of any of the Products. For each incident identified please provide
5 the following:

- 6 a. The date of the alleged injury or death;
7 b. The identity of the Product involved;
8 c. The identity of the party alleging injury.
9 d. A brief statement of the allegations that led to the injury or death.

10 **OBJECTIONS AND RESPONSE:**

11 Amazon objects to this Interrogatory on the ground that it is vague and ambiguous
12 as to the phrase “incidents, similar to the one made the basis of this suit” and Amazon
13 cannot reasonably interpret what information is sought by this Interrogatory. Neither
14 Plaintiff alleges any injury or death suffered personally or by a family member as a result
15 of their purchases of Calico Critters products, so there is no “injury or death” that is “the
16 basis of this suit.” To the extent this Interrogatory seeks information regarding injuries
17 or deaths unrelated to this lawsuit, Amazon objects on the ground that it seeks
18 information that is irrelevant and not proportional to the needs of the case.

19 Amazon further objects to the definition of “Products” as vague and ambiguous.
20 Plaintiffs fail to identify products by name or ASIN and, without more detailed
21 information, it is unclear what specific products are included within the definition of
22 “Products.”

23 Amazon also objects to this Interrogatory on the ground that it seeks information
24 that is not within Amazon’s possession, custody, or control. Aside from incidents
25 potentially subject to press attention and therefore in the public realm and equally known
26 to Plaintiffs, Amazon has no way of knowing when or if a person has ever “claimed or
27 alleged injury or death caused by aspiration, choking, inhalation or ingestion of any of
28 the Products.”

1 **INTERROGATORY NO. 13:**

2 Provide all information related to the March 9, 2023, recall of all Calico Critters
3 Animal Figures and Sets sold with Bottle and Pacifier accessories, referred to at
4 <https://epocheverlastingplay.com/recalls/calico-critters/>, including the following:

- 5 a. The identities of all persons who contacted you in response to the recall.
6 b. The product(s) or accessor(ies) each such person submitted for recall.
7 c. The receipts and photographs each such person submitted in response to
8 the recall.
9 d. A description, including the retail price, of the replacement product(s) or
10 accessor(ies) you provided to each such person
11 e. Any monetary compensation you provided to each such person as part of
12 the recall.

13 **OBJECTIONS AND RESPONSE:**

14 Amazon objects to this Interrogatory on the ground that it is overly broad in its
15 request for “all information.” Amazon further objects to this Interrogatory to the extent
16 it seeks information that is privileged and protected from discovery by the attorney-client
17 privilege, work product doctrine, and/or other applicable privileges and protections.

18 Amazon further objects to providing customer information, including but not
19 limited to, the names and contact information for putative class members or other
20 Amazon customers. Such information is private, sensitive, and not required or necessary
21 for the further litigation of this action unless and until a class is certified.

22 Amazon further objects to this Interrogatory to the extent that it is directed at
23 entities other than Amazon (*i.e.*, Epoch) and seeks information that is not within
24 Amazon’s possession, custody, or control. Amazon is not the manufacturer of Calico
25 Critters products and, as the link included in this Interrogatory demonstrates, the
26 referenced recall was agreed to by and between the U.S. Consumer Product Safety
27 Commission and Health Canada and Epoch.
28

1 Amazon further objects to this Interrogatory on the ground that it is compound,
2 seeking information on five distinct subjects; Amazon regards each of the
3 Interrogatory's five sub-questions as a separate interrogatory for the purposes of the 25-
4 interrogatory limit imposed by Rule 33(a)(1) of the Federal Rules of Civil Procedure.

5 Subject to and without waiving Amazon's General Objections and the specific
6 objections noted immediately above, Amazon states that it monitors regulatory agency
7 websites for recall notices and identified the U.S. Consumer Product Safety
8 Commission's public recall notice for all Calico Critters Animal Figures and Sets sold
9 with Bottle and Pacifier accessories on March 9, 2023, the date of its release. Amazon
10 performed a review to identify products sold in the Amazon.com store that matched the
11 products and accessories listed in the notice, which review was complete on March 11,
12 2023. Amazon thereafter suppressed the products from sale, cancelled any open orders,
13 removed the inventory, and notified all customers who had purchased one of the
14 products since January 1, 2000. Amazon does not provide refunds for public recalls;
15 rather, customers are directed to the U.S. Consumer Product Safety Commission notice,
16 which includes the remedy information and advises customers on how to contact Epoch
17 for a replacement.

18 **INTERROGATORY NO. 14:**

19 Identify any and all international markets where the Products have been
20 distributed or sold for the years 2017 through the present time.

21 **OBJECTIONS:**

22 Amazon objects to this Interrogatory on the grounds that it seeks irrelevant
23 information and is overly broad, unduly burdensome, and not proportional to the needs
24 of the case. Despite the fact that the Complaint limits the proposed class period to
25 January 30, 2019, through the present (Compl. ¶ 66), this Interrogatory seeks
26 information from 2017, through the present. Plaintiffs provide no explanation for that
27 expanded temporal scope, which exceeds the applicable statutes of limitations by over
28 two years. Moreover, while the proposed class is limited to sales made to California

1 consumers sales (Compl. ¶ 66), this Interrogatory seeks information regarding all
2 international sales, again without providing any justification for the expanded
3 geographic scope, which has no conceivable relevance to the issues raised in this case.

4 Amazon further objects to the definition of “Products” as vague and ambiguous.
5 Plaintiffs fail to identify products by name or ASIN and, without more detailed
6 information, it is unclear what specific products are included within the definition of
7 “Products.”

8 Amazon also objects to this Interrogatory on the ground that Amazon is not the
9 manufacturer of Calico Critter products (*see* response to Interrogatory No. 3) and this
10 Interrogatory accordingly seeks information that is not within Amazon’s possession,
11 custody, or control.

12 **INTERROGATORY NO. 15:**

13 Identify all members of your governing body, from January 1, 2017 to the present
14 date, and the dates each identified person served as a member of your governing body.

15 **OBJECTIONS:**

16 Amazon objects to this Interrogatory on the grounds that the phrase “governing
17 body” is undefined, vague, and ambiguous, and Amazon cannot reasonably interpret
18 what information is sought by this Interrogatory.

19 Amazon further objects to this Interrogatory on the ground that the information
20 sought, whatever it may be, is not relevant to any party’s claims or defenses in this matter
21 and, thus, is not discoverable.

22 Amazon also objects to this Interrogatory on the ground that it is overly broad
23 because the Complaint limits the proposed class period to January 30, 2019, through the
24 present (Compl. ¶ 66), but this Interrogatory seeks information from January 1, 2017,
25 through the present. Plaintiffs provide no explanation for that expanded temporal scope,
26 which exceeds the applicable statutes of limitations by over two years.

As to objections:

K&L GATES LLP

Dated: January 19, 2024

By: /s/ Michael R. Creta

Michael R. Creta

Attorney for Defendant Amazon.com
Services LLC

1 As to responses to Interrogatory Nos. 1, 2, 3, 10, and 11:
2

3 Pursuant to 28 U.S.C. § 1746, I, Fiona Hardie, declare under penalty of perjury
4 under the laws of the United States of America that the foregoing factual responses are
5 true and correct, to the best of my knowledge, information, and belief. I understand that
6 this verification is made subject to the penalties of perjury under 18 U.S.C. § 1621
7 (relating to unsworn falsifications to authorities).
8

9
10 Dated: 1/19/2024

DocuSigned by:

Fiona Hardie


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11 Fiona Hardie
12 Manager, Vendor Management, Toys
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1 As to the response to Interrogatory Nos. 1 and 13:
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3 Pursuant to 28 U.S.C. § 1746, I, Kim Lomman, declare under penalty of perjury
4 under the laws of the United States of America that the foregoing factual responses are
5 true and correct, to the best of my knowledge, information, and belief. I understand that
6 this verification is made subject to the penalties of perjury under 18 U.S.C. § 1621
7 (relating to unsworn falsifications to authorities).
8

9
10 Dated: 1/19/2024

DocuSigned by:

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Kim Lomman
Risk Manager, Recalls

CERTIFICATE OF SERVICE

Pursuant to the Parties' agreement to serve discovery materials via email, I certify that I caused the foregoing document to be served on counsel of record by email on the date listed above.

/s/ Michael R. Creta

Michael R. Creta